

REMARKS

Reconsideration of the subject application is amended herein is respectfully requested.

The Examiner has further rejected claims 1-10 under 35 USC 112 because in his opinion these claims are not currently supported by the description. In order to overcome this rejection claim 1 has been amended by eliminating the reference to signature analysis and to recite that the access interface is subscriber installation specific. Similar amendments were made to independent claim 6.

The new recitations in the claims are supported by the description, (e.g., at page 3, line 15 to page 4, line 4). More specifically, the description describes that the user (subscriber) merely needs to intervene at the level of the access interface with which he is furnished. Thus, it is clear that the access interface is indeed subscriber installation specific. This is also clear when considering the advantages of the invention achieved, namely the decentralisation of the functions of the concentrating router. Furthermore, the term “police” is supported by the description, (e.g. at page 1, third and fourth paragraphs, page 3, line 15 – page 4, line 4 or page 5, penultimate paragraph).

In addition, the Examiner has maintained his position that the independent claims are anticipated by Shimbo (US Pat. 6,092,191). It is respectfully submitted that the feature that the access interface is subscriber specific clearly distinguishes the present invention from the solution offered by Shimbo. In Shimbo, the same security gateway is used for different users (see e.g. Figure 1). For instance, let us consider host terminals (subscriber installations) in SECTION A11 NETWORK. It can be noticed that all these host terminals use the same security gateway, namely GA11. Thus Shimbo describes that

only one security gateway is utilised for several hosts. Therefore, it is clear that the solution offered by Shimbo is quite distinct from the solution offered by the present invention.

Furthermore, the fact that the access interface is subscriber installation specific has clear technical advantages. The control operations pertaining to the contractual framework between the manager of the network and the subscriber are thus decentralised, thereby avoiding the need for the concentrating router to take on all diversity of the operations demanded by the various subscriptions.

Moreover, the subscriber benefits from greater flexibility for dynamically defining the characteristics of his subscription. He merely needs to intervene at the level of the access interface with which he is furnished. He may also define the control functions pertaining to the contractual framework with the access provider on the same platform as the other control functions which he uses for the internal organisation of his installation, thereby simplifying organisation thereof (page 3, line 15 – page 4, line 4). These advantages cannot be achieved by the solution provided by Shimbo.

It is further specified that the control functions relate to police functions. By way of non-limiting examples, mention may be made of the counting of the packets exchanged between a given source address and a given destination address, the allocating of priorities to certain packets, address translations, the selective destruction of certain packets, etc. Shimbo does not relate to these types of packet filtering functions, but only to those related to source and destination IP addresses, which are typical for security applications. It is to be noted that in the telecommunications world, there is a clear distinction between the terms “policing” (used in the present invention) and explicitly

refers to a contract, and the term “filtering” (in Shimbo) used in the context of security and which does not refer to a contract.

Shimbo mentions two types of packet controls: signature control and IP filtering. The present invention also discloses two types of controls: signature analysis (in order to verify packet has passed customer side controls) and police control. It is the police control which is not foreseen, in conjunction with signature, by Shimbo. It appears clearly that Shimbo relates only to security control, while the present invention relates to contract parameters or police control. These types of controls are totally different and reflect totally different scope of these two inventions. The Examiner had referred to Column 15, lines 3-6 stating that Shimbo discloses carrying out packet filtering according to rules. However, to be more precise, Shimbo in that caption only discloses packet filtering according to a source address, a destination address and a connection ID, i.e. security related filtering, and nothing suggests anything related to contract related or policy enforcement rules. The generalisation is here done by the Examiner, not by Shimbo.

Regarding par. 6 on page 2 of Office Action, the applicant respectfully submits that each interface in the present invention reflects a specific customer contract, characterised by specific contract parameters and a contract specific secret. The signature is a hashcode derivation of the secret, and it is obvious that it is be different for each interface.

Based on the foregoing, it is respectfully submitted that the above—
identified features are not disclosed by Shimbo even with combination with other cited
art, and accordingly the independent claims are not anticipated by Shimbo or the other
cited references. It is further submitted that the remaining claims are in allowable
condition.

Respectfully submitted,

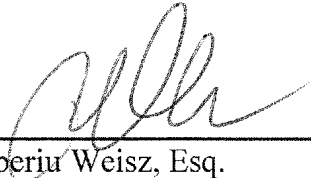
GOTTLIEB, RACKMAN & REISMAN, P.C.

270 Madison Avenue

New York, NY 10016-0601

Telephone: (212) 684-3900

Facsimile: (212) 684-3999



Tiberiu Weisz, Esq.
Reg. No. 29,876

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Enc.